payment of dowry or the making of a gift to the bridegroom by the bride's parents.

On the assumption that the trial judge erred in principle in any way or has acted on a wrong principle of law the question remains whether the appellant has satisfied this Court that the amount of the global award was grossly excessive or a wholly erroneous estimate of the damage suffered by the respondent. In our judgment he has failed to do so. It is to be observed that the unchallenged medical evidence was that she suffered severe injuries to her right eye which necessitated toilet and suture . The injuries were:-

"(1) Total hyphaema

(2) Scleral laceration extending from the limbus at 3 o'clock all the way back to the equator medially; another scleral laceration from 9 o'clock limbus extending for about 4 mm.

(3) The right upper eyelid was shredded with full thickness lacerations.

(4) The right lower lid had a laceration along the rim."

The medical evidence also was that the injured eye showed signs of shrinkage 3 months after the accident and that she may occasionally suffer severe pain in that eye.

At the trial the judge's attention was drawn to awards made in three cases for the loss of an eye. In Suit No. 3753 of 1975 the plaintiff, a 27 year old church verger and gardener was awarded $24,500 for the loss of the left eye. In Suit 2667 of 1976, a 21 year old painter was awarded, by agreement, $25,000/- for the loss of the right eye. In Suit 3760 of 1979, a 51 year old taxi driver was awarded $28,000/- for the loss of the right eye and this was the only award the trial judge referred to in his Grounds of Decision.

In our opinion, bearing in mind that the respondent was a 10 year old girl who had suffered severe eye injuries and the consequential loss of her right eye, the trial judge in arriving at the global sum of $50,000/-, in all probability had in mind a figure of not less than $40,000/- for the loss of the respondent's right eye, pain and suffering and loss of amenities. In any event, the award of $50,000/- was not, in our judgment, such a wholly erroneous estimate of the damage suffered by the respondent as a result of the appellant's negligence and the appeal must be dismissed with costs.

Appeal dismissed.

Solicitors: *Cooma Lau & Loh & M. Karthigesu; Selvadurai Pala Krishnan & Partners.*

THE "DONG MIN"
"DONG MIN", OWNERS OF CARGO v. "DONG MIN" OWNERS & ORS.

[O.C.J. (Abdul Wahab Ghows J.) July 4, 1985]

[Singapore – Admiralty in Rem No. 126 of 1984]

Shipping Law – Admiralty practice – Discovery and inspection of documents – Order of court – Non-compliance – Application for judgment – Stay of execution pending appeal.

Practice and Procedure – Discovery and inspection of documents – Order of court – Non-compliance – Application for judgment – Stay of execution pending appeal.

In this case concerning the discovery of documents in admiralty practice, the plaintiffs alleged that the defendants had failed in their obligation to make a full and frank disclosure of all the relevant documents in their possession, custody and power and had also failed to make available certain documents for the plaintiffs' inspection. The plaintiffs obtained a court order dated March 25, 1985, requiring the defendants to do certain things within 21 days therefrom, including the filing of an affidavit verifying the defendants' list of documents and stating their reasons for non-production. On May 10, 1985, the plaintiffs applied for judgment to be entered against the defendants for non-compliance of the order of March 25, 1985. The defendants said they were unable to file the supplementary list and affidavits because the documents were in Seoul.

Held: (1) the defendants had made no real efforts to comply with the order of court dated March 25, 1985. An order in terms of the plaintiffs' application was granted that judgment be given for the plaintiffs in the sum of $8,105.44 with interest and costs as the defence served herein has been deemed to have been struck out;

(2) stay of execution granted pending appeal.

[*Editorial Note:* Readers may refer to the decision of Sheen J. in *The World Protector* [1985] 1 Lloyd's Rep. 227.]

ADMIRALTY *IN REM.*

A.B. Reddy (*V.C.S. Vardan* with him) for the plaintiffs.

Gurbani Prem Kumar for the defendants.

Cur. Adv. Vult.

Abdul Wahab Ghows J: On May 10, 1985 I made an order in terms of the plaintiffs' application herein that judgment be given to them in the sum of $8,105.44 with interest and for their costs to be taxed as the defence served herein has been deemed to have been struck out for non-compliance with paragraphs 1, 2, 4 and 6 of the Order of Court dated March 25, 1985. This appeal by the defendants is against my order aforesaid.

The facts are briefly as follows:–

On August 27, 1984 on the application of the plaintiffs herein the Honourable the Chief Justice ordered that there be service between the parties herein of lists of documents and that affidavits be filed verifying such lists limited to the documents relating to the action and that there be inspection of documents within 14 days from the service of the lists of documents and the filing of the affidavits. The plaintiffs and the defendants served their lists on November 27, 1984 and November 30, 1984 respectively.

According to the plaintiffs the defendants failed in their obligation to make a full and frank disclosure of all the relevant documents which were or had been in their possession, custody and power and also had failed to make available for inspection by the plaintiffs the stowage plans, deck log extracts and the Chief Officer's log. By reason thereof the plaintiffs applied by way of Summons-in-Chambers No. 1702/85 for orders requiring the defendants to file a further and a better list of documents to be verified by a further affidavit.

On March 25, 1985 this court ordered that:–

"1. The defendants do within 21 days from the date of the said Order make and serve on the plaintiffs a Further and Better List of Documents which are or have been in their possession, custody or power relating to any matter in question in this action.

2. The Further and Better List of Documents be verified by a further affidavit.

3. Unless the Further and Better List of Documents and a further Affidavit in support thereof be filed and delivered within 21 days as aforesaid, the defendants' defence to this action be struck out and Judgment entered accordingly.

4. The defendants do produce for inspection within 21 days as aforesaid:–

   a) the Deck Log Book extracts from August 20, 1982 when the plaintiffs' goods were loaded on board the vessel to September 9, 1982 when the same were purportedly discharged;

   b) the Chief Officer's Log Book from August 20, 1982 when the plaintiffs' goods were loaded on board the vessel to September 9, 1982 when the same were purportedly discharged.

   c) the stowage plans relating to the said voyage.

5. The plaintiffs be at liberty to inspect and peruse documents so produced and be entitled to be supplied with copies thereof within 7 days of payment of the proper charges.

6. Failing such production the defendants within 21 days hereof do swear and file an affidavit verifying their List of Documents and stating their reasons for non-production.

7. Unless the defendants swear and file an affidavit, the defence of the defendants be struck out and Judgment be entered accordingly.

8. The costs of and occasioned by this application be the plaintiffs in any event."

On May 10, 1985 when the Notice of Motion filed by the plaintiffs herein was heard before me, it was alleged that the Order of Court made by Sinnathuray J. on March 25, 1985 had not been complied with. The defendants replied that they had supplied the plaintiffs with whatever documents were available to them and they were unable to file the supplementary list and affidavits as required within the aforesaid period of 21 days because the documents to be disclosed in the supplementary list of documents were in Seoul, Korea.

I found that the defendants had made no real efforts to comply with the Order of Court dated March 25, 1985 and therefore I granted an order in terms of the plaintiffs' application that judgment be given for the plaintiffs in the sum of $8,105.44 with interest and costs as the defence served herein has been deemed to have been struck out.

On May 24, 1985 the parties appeared before me and consented to an order for a stay of execution pending appeal.

Order accordingly.

Solicitors: *Niru & Co; Prakash, Gurbani & Chong.*

WAN LI DEVELOPMENT PTE. LTD. v. KAI-FA PTE. LTD.

[O.C.J. (Rajah J.) October 29, 1985]

[Singapore – Originating Summons No. 732 of 1984]

Conveyancing – Sale and purchase of land with vacant possession – Vendors failing to give vacant possession – Refund of deposit – Other incidental reliefs – Residential Property Act, 1976 – The Singapore Law Society's Conditions of Sale 1981.

The subject matter in this application is a piece of land known as Lot 1124 of Mukim XXVIII ("the property"), sold to a Singapore company ("Peaksville"), the legal